

EXHIBIT 2

CLASS ACTION SETTLEMENTS OF DATA BREACH CASES BROUGHT BY FINANCIAL INSTITUTIONS

CASE	EST. NO. OF CARDS IMPACTED	CLASS DEFINITION	SETTLEMENT TERMS
<p><i>In re: Target Corp. Customer Data Sec. Breach Litig.</i>, No. 0:14-md-02522 (D. Minn.) (“<i>Target</i>”)</p>	<p>40 million total payment cards Class settlement includes approximately 10.9 million alerted-on accounts not subject to a release. Approximately 29 million payment cards released through card brand assessments. <i>Target</i>, ECF No. 745 at 16.</p>	<p>Class is defined as: “All entities in the United States and its Territories that (i) issued Compromised Payment Cards and (ii) have not previously released Target with respect to all of the Compromised Payment Cards that they issued.” <i>Target</i>, ECF No. 653-1 at 8 ¶1.8.</p>	<p>Target agreed to pay \$39,357,939.38: \$20,250,000 to settlement class members; and \$19,107,939.38 to MasterCard’s ADC program. <i>Target</i>, ECF No. 653-1 at 12-13 ¶1.41. Target additionally paid approximately \$63.5 million to financial institutions through the Visa settlements. <i>Id.</i> at 5.</p> <p>Two methods of compensation: (1) in addition to receiving automatic payments through both Visa’s GCAR and MasterCard’s ADC compensation programs, where applicable, Settlement Class Members have the option of receiving an additional “Fixed Premium” of \$1.50 per claimed-on account, without having to provide any proof of loss; or (2) alternatively choose to seek 60% of all their unreimbursed fraud, card reissuance, and other out-of-pocket losses incurred between December 19, 2013, and March 31, 2014, by submitting sufficient “Documentary Support.” <i>Id.</i>, ECF No. 745 at 4-5. Attorneys’ fees of \$20 million in addition to the settlement fund. <i>Id.</i>, ECF No. 758 at 14 ¶19(h).</p>

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<p><i>WinSouth v. Mapco Express, Inc.</i>, No. 3:14-cv-01573 (M.D. Tenn.) (“<i>Mapco</i>”)</p>	<p>185,000 payment cards. <i>Mapco</i>, ECF No. 52-1 at 11.</p>	<p>Class is defined as: “[A]ll entities in the United States and its Territories that issued payment cards identified as potentially compromised in the payment card data breach that was publicly disclosed by MAPCO Express, Inc. . . . on or about May 6, 2013[.] Excluded from the Class are all entities that previously released MAPCO with respect to all of the payment cards that they issued that were compromised in the Data Breach, and entities that timely and validly request exclusion from the Settlement Class.” <i>Mapco</i>, ECF No. 48 at 1-2 ¶1.</p>	<p>Cash fund of \$700,000 to resolve the pending class action claims. This Settlement fund is in addition to the \$1,245,868.65 that MAPCO has already paid to Visa and MasterCard, which in turn was passed on to Class members via those card brands’ recovery processes that serve to partially reimburse payment card issuers for losses incurred when merchant computer systems are breached. <i>Mapco</i>, ECF No. 52-1 at 1. \$1,245,868.65 in assessments to Visa and MasterCard under those brands’ regulations as a result of the Data Breach, which payments have been made to certain financial institutions as partial compensation for their losses resulting from the data breach. <i>Id.</i> at 4.</p> <p>Settlement provides for two methods by which Settlement Class Members can obtain compensation. Settlement Class Members have the option of receiving an additional \$3.00 per claimed-on account, without having to provide any proof of loss. Alternatively, Settlement Class Members could choose to seek up to 60% of all of their unreimbursed fraud, card reissuance, and other out-of-pocket losses incurred as a result of the MAPCO Data Breach, by submitting sufficient documentary support. This is in addition to the payments Class Members could have received through both Visa’s GCAR and MasterCard’s ADC</p>

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			<p>compensation programs. <i>Id.</i> at 5-6.</p> <p>Mapco agreed to pay \$590,000 in attorneys' fees and expenses in addition to the settlement fund. <i>Id.</i>, ECF No. 47-1 at 16 ¶7.1; <i>id.</i>, ECF No. 68 at 1-2 ¶¶3-4.</p>
<p><i>In re Home Depot Customer Data Sec. Breach Litig.</i>, No. 1:14-md-02583 (N.D. Ga. 2015) (“<i>Home Depot</i>”)</p>	<p>56 million total payment cards: Class settlement includes 10 million unreleased payment cards. 46 million payment cards released through card brand assessments and additional payout. <i>Home Depot</i>, ECF Nos. 327-3, 345.</p>	<p>Class is defined as “All banks, credit unions, financial institutions, and other entities in the United States (including its Territories and the District of Columbia) that issued Alerted-On Payment Cards. Excluded from the class are entities that have released all of their claims against Home Depot, but not excluded from the class are independent sponsored entities whose claims were released in connection with Alternative Recovery Offers made by MasterCard.” <i>Home Depot</i>, ECF No. 343 at 8-9. “Released Card” means any Alert-on Payment Card or Compromised Payment Card that is subject to a release obtained by Home Depot... and that received payment by Home Depot of an Alternative Recovery Offer under</p>	<p>\$27.25 million, including 25 million fund. Class members eligible for \$2.00 per unreleased card without documentation and up to 60% of unreimbursed documented losses. Home Depot agreed to pay up to \$2.25 million in compensation for certain cards that were released upon certification that the release resulted from insufficient time or information and separately pay reasonable attorneys' fees and expenses. Injunctive relief. <i>Home Depot</i>, ECF No. 343 at 3-5; <i>id.</i>, ECF No. 337 at 7-9.</p> <p>Home Depot paid more than \$134 million to financial institutions, of which \$14,528,000 was specifically paid for releases of the claims being asserted in connection with MasterCard's ADC program and Visa's GCAR program: approximately \$11,527,000 in connection with the GCAR program and approximately \$3,001,000 in connection with the ADC program. <i>Id.</i>, ECF No. 327-3 at 2 §I(H).</p>

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		the MasterCard card brand recovery process or an Alternative Recovery Amount under the Visa GCAR Program.” <i>Id.</i> at 6.	Financial institutions also received compensation for injuries allegedly resulting from the data breach under the ADC and GCAR programs for which they were not required to release any of their legal claims: approximately \$79 million under the GCAR program and \$41 million under the ADC program. <i>Id.</i> at 2 §I(I).
<i>Greater Chautauqua Fed. Credit Union v. Kmart Corp.</i> , No. 1:15-cv-02228 (N.D. Ill.) (“ <i>Kmart</i> ”)	8.1 million payment cards. <i>Kmart</i> , ECF No. 143 at 3.	Class is defined as: “All entities in the United States and its Territories that issued payment cards identified as having been at risk in an Alert issued by Visa or MasterCard as a result of the payment card data breach that was publicly disclosed by Kmart on October 10, 2014. Excluded from the Settlement Class are all entities that have entered into a separate release with Kmart, including American Express Company and DFS Services LLC (Discover).” <i>Kmart</i> , ECF No. 152 at 5 ¶10.	<p>\$5.2 million fund: Tier 1 claims: \$740,515.58; Tier 2 claims: \$4,294,607.88 (maximum Tier 1 payout of \$777,484.12 and a \$50,000.00 collective service award). <i>Kmart</i>, ECF No. 148 at 2-3.</p> <p>Tier 1: only Settlement Class Members who issued Non VisaNet Cards will be eligible to make a claim for each Non VisaNet Compromised Payment Card that they issued and for which they received an Alert related to the Data Breach. Each Settlement Class Member who makes a valid claim in Tier 1 will be eligible to receive a minimum payout of \$1.00 per Non VisaNet Compromised Payment Card up to a maximum payout of \$2.38 per card, depending on the total number of eligible claims made in this Tier. The maximum overall payment in Tier 1 will</p>

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			<p>be capped at \$3.4 million. Any Settlement Funds remaining from Tier 1 (if fewer claims are made than will exhaust Tier 1) will move into Tier 2 and be eligible for distribution to any Settlement Class Member. <i>Id.</i>, ECF No. 96-1 at 32.</p> <p>Tier 2: consist of the remaining Settlement Fund (after accounting for all costs of class notice and settlement administration and service awards to the Named Plaintiffs) minus the payouts in Tier 1. Every Settlement Class Member will be eligible to submit claims for any remaining unreimbursed fraud and card reissuance damages related to the Data Breach by submitting documentation detailing such damages. <i>Id.</i></p> <p>All eligible Class Members have automatically received assessment payments of \$7,574,497.00 for Visa cards and \$5,798,909.00 for MasterCard cards, totaling over \$13,373,406.00. At least 256 Class Members made claims for the Non-GCAR eligible portion of the settlement, resulting in the maximum payout of \$2.38 per card for those claimants. And 172 Class Members made claims in the Tier 2 supplemental damages portion of the settlement. <i>Id.</i>, ECF No. 143 at 3.</p>

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<p><i>Veridian Credit Union v. Eddie Bauer LLC</i>, No. 2:17-cv-00356-JLR (W.D. Wash.) (“<i>Eddie Bauer</i>”)</p>	<p>1.4 million payment cards. <i>Eddie Bauer</i>, ECF No. 163 at 4, 18.</p>	<p>Class is defined as: “All banks, credit unions, financial institutions, and other entities in the United States (including its Territories and the District of Columbia) that issued Alerted on Payment Cards. Excluded from the Settlement Class is the judge presiding over this matter and any members of his judicial staff, Eddie Bauer, and persons who timely and validly request exclusion from the Settlement Class.” <i>Eddie Bauer</i>, ECF No. 164-1 at 6 ¶35.</p>	<p>Settlement distributions will total at least \$1,000,000, but will not exceed \$2,800,000. Settlement Class Members, who submit Approved Claims, will receive \$2.00 for each Alerted on Payment Card they identify in their Claim Form, subject to a pro rata increase if the value of all Approved Claims is less than \$1,000,000. <i>Eddie Bauer</i>, ECF. No. 164-1 at 6 ¶33(a).</p> <p>Payments to the Settlement Class shall be administered on a “claims made” basis. <i>Eddie Bauer</i> will fund only those Approved Claims submitted by Settlement Class Members in accordance with the Distribution Plan. <i>Eddie Bauer</i> will not be required to establish a settlement fund. Instead, the Settlement Administrator will establish an Escrow Account. Within 15 days of the establishment of the Escrow Account, <i>Eddie Bauer</i> will fund the account with a minimum of \$1,000,000 or an amount equal to the aggregate amount of Approved Claims, whichever is more. The aggregate amount of Approved Claims shall be determined by the Settlement Administrator. The fund will be used solely for payment of Approved Claims. The fund shall not exceed an amount equal to the aggregate amount of Approved Claims or \$2,800,000, whichever is less. <i>Id.</i> at 7 ¶39(a).</p> <p><i>Eddie Bauer</i> will pay no more than \$2,000,000 for costs associated with</p>

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			administration of settlement. These costs will be: (i) the Costs of Settlement Administration; (ii) any Court-approved Service Award to Plaintiff (not to exceed \$10,000); and (iii) any Court-approved Class Counsel attorneys' fees, costs, and expenses. <i>Id.</i> at 7-8 ¶39(b).
<i>First Choice Fed. Credit Union v. The Wendy's Co.</i> , No. 2:16-cv-00506 (W.D. Pa.) (“ <i>Wendy's</i> ”)	18 million payment cards. <i>Wendy's</i> , ECF No. 176 at 2.	Class is defined as: “All banks, credit unions, financial institutions, and other entities in the United States (including its Territories and the District of Columbia) that issued Alerted on Payment Cards. Excluded from the Settlement Class is the judge presiding over this matter and any members of her judicial staff, <i>Wendy's</i> , and persons who timely and validly request exclusion from the Settlement Class.” <i>Wendy's</i> , ECF No. 176-1 at 7-8 ¶38.	<i>Wendy's</i> shall cause to be deposited the sum of fifty million dollars (\$50,000,000.00) into an escrow account established by the Settlement Administrator to create the Settlement Fund, less the Costs of Settlement Administration. <i>Wendy's</i> , ECF No. 176-1 at 8 ¶40(a). Disbursements from the Settlement Fund will be made to (i) pay any taxes due on the Settlement Fund; (ii) pay all attorneys' fees, costs, and expenses approved by the Court; (iii) pay Service Awards approved by the Court; (iii) pay the Costs of Settlement Administration; and (iv) pay Settlement Class Members as set forth in the Distribution Plan. The Parties intend that, after these payments and disbursements are made, there will be no funds remaining. Nonetheless, to the extent any funds remain, no portion of the Settlement

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			<p>Fund will be returned to Wendy's. <i>Id.</i> at 8-9 ¶40(b).</p> <p>Class Counsel will ask the Court to approve, and Wendy's will not oppose, Service Awards of \$7,500 to each of the fifteen (15) Financial Institution Plaintiffs that were deposed and \$2,500 to each of the remaining three (3) Financial Institution Plaintiffs that were not deposed to compensate them their efforts in the Litigation and commitment on behalf of the Settlement Class. <i>Id.</i> at 19 ¶66.</p> <p>Class Counsel will request 30% of the gross Settlement Fund, including any interest earned thereon, from the Court for their attorneys' fees and will additionally request reimbursement of their reasonable costs and expenses from the Settlement Fund. <i>Id.</i> at 20 ¶67.</p>